



District

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STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept.	A	Contract Number	
District Bloomington Recreation & Park District			Dept.		Orgn.	Contractor's License No.	
District Contract Representative Craig Duckworth			Telephone (909) 387-5942		Total Contract Amount \$350		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date June 21, 2004		Contract End Date August 13, 2004		Original Amount \$350	
Fund SSE	Dept. 625	Organization 625	Appr. 2905	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$350	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Summer Swim Program				Estimated Payment Total by Fiscal Year			
				FY 2005	Amount \$350	I/D	

THIS CONTRACT is entered into in the State of California by and between Bloomington Recreation and Park District, hereinafter called the Park District, and Colton Joint Unified School District

Name

Colton Joint Unified School District

Address

1212 Valencia Drive

Colton, CA 92324

Telephone

(909) 580-6641

hereinafter called School District

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

SWIMMING POOL FACILITY USE AGREEMENT

WITNESSETH

WHEREAS, the SCHOOL DISTRICT is the owner of the Bloomington community's only swimming pool, located at Bloomington Middle School, 18829 Orange Avenue, Bloomington, California; and,

WHEREAS, the PARK DISTRICT is a public entity operating under the laws of the State of California and is empowered to provide park and recreation services and facilities; and,

WHEREAS, the SCHOOL DISTRICT desires to make its swimming pool facility available to the Park District for its use from June 21, 2004 through August 13, 2004;

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NOW, THEREFORE, the PARK DISTRICT and SCHOOL DISTRICT hereby agree as follows:

1. **TERM:**

The term of the Agreement shall be for a period of eight weeks, commencing June 21, 2004, and ending August 13, 2004.

2. **OPERATION:**

- a. During the term of this Agreement, SCHOOL DISTRICT shall make the pool, adjacent shower, and restroom facilities available for PARK DISTRICT'S exclusive use from 9:45 a.m. to 4:45 p.m., Monday through Friday, June 21, 2004, through August 13, 2004, and 11:00 a.m. to 5:00 p.m. on every Saturday through the effective dates of this Agreement.
- b. In consideration thereof, PARK DISTRICT agrees to pay SCHOOL DISTRICT, for use of the pool, an amount of \$350 for the 2004 Summer Swim Program.

3. **MAINTENANCE:**

- a. SCHOOL DISTRICT will maintain the physical facilities and provide all chemicals needed to maintain appropriate water quality. SCHOOL DISTRICT shall also operate and maintain all filtering equipment.
- b. PARK DISTRICT will provide qualified and competent staff, schedule their work hours, and establish appropriate job descriptions and rates of pay. PARK DISTRICT shall also collect and account for funds and maintain daily cleanliness of the pool, locker rooms, and surrounding area. PARK DISTRICT will reimburse SCHOOL DISTRICT for replacement of any lost keys, locks or similar equipment.

4. **SAFETY:**

- a. PARK DISTRICT shall provide certified and qualified lifeguard service when the pool is being used by PARK DISTRICT during swimming instruction and recreational swimming.
- b. PARK DISTRICT will not allow swimmers to enter the pool area unless a certified Water Safety Instructor is present and available to supervise swimming sessions and/or instruction. Water Safety Instructors will be provided and paid by the PARK DISTRICT.
- c. PARK DISTRICT will abide by reasonable rules of safety, as established by SCHOOL DISTRICT, and will require that swim program participants obey all instructions and directions of the Water Safety Instructor and pool employees.

5. **INDEMNIFICATION:**

- a. SCHOOL DISTRICT shall indemnify, defend, and hold harmless PARK DISTRICT and the County Of San Bernardino, their officers, agents, employees, and volunteers from and against any and all liability and costs arising from the acts or omissions of SCHOOL DISTRICT, its employees, agents, officers, or volunteers in the performance of this Agreement.
- b. PARK DISTRICT will indemnify, defend, and hold harmless SCHOOL DISTRICT, their officers, agents, employees, and volunteers from and against any and all liability and costs arising from the

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acts or omissions of PARK DISTRICT, its employees, agents, officers, or volunteers in the performance of this Agreement.

6. INSURANCE:

SCHOOL DISTRICT shall maintain in full force and effect, during the term of this Agreement, insurance against liability with at least \$1,000,000 combined single limits for bodily injury and property damage. SCHOOL DISTRICT, on behalf of its insurance company, waives any right of subrogation that it may have against the County of San Bernardino or PARK DISTRICT, if such waiver of subrogation is available. SCHOOL DISTRICT will furnish to PARK DISTRICT, prior to June 21, 2004, certified copies of all policies and endorsements. PARK DISTRICT shall maintain liability insurance or shall self-insure in the amount of \$1,000,000 combined single limits for property damage and bodily injury with SCHOOL DISTRICT named as an additional named insured. PARK DISTRICT will furnish to SCHOOL DISTRICT, prior to June 21, 2004, a certificate evidencing such coverage.

7. TERMINATION:

This Agreement may be terminated by either party without cause, by giving fifteen (15) days prior written notice to the other party.

8. NOTICE:

Any notice given hereunder shall be deposited in the United States mail, registered, postage prepaid, addressed as follows:

PARK DISTRICT: Bloomington Recreation and Park District
Attn: Craig Duckworth
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0450

SCHOOL DISTRICT: Colton Joint Unified School District
Attn: Dennis D. Byas
1212 Valencia Drive
Colton, CA 92324

CONTINUING WAIVER:

No waiver of any provision of this contract by either party shall be considered a continuing waiver of such provision.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective authorized representatives.
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DISTRICT, Bloomington Recreation & Park District
contractor, etc.)

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

Colton Joint Unified School District
(Print or type name of corporation, company,

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address: 1212 Valencia Drive
Colton, CA 92324

Approved as to Legal Form	Reviewed by Contract Compliance	Reviewed for Processing
► _____ County Counsel	► _____	► _____ Agency Administrator/CAO
Date _____	Date _____	Date _____

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